

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**STATE COMMITTEE FOR SOCIAL WORKERS**  
**AND**  
**BRUCE TOULMIN**

Bruce Toulmin, ("Toulmin"), and the State Committee for Social Workers, ("Committee"), enter into this Settlement Agreement for the purpose of resolving the question of whether Toulmin's license as a clinical social worker, no. 2581, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo Cum. Supp. 2009. The Committee and Toulmin jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2009.

Toulmin acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against him at the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

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<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Committee at which time Toulmin may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Committee.

Being aware of these rights provided to him by law, Toulmin knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Toulmin acknowledges that he has received a copy of documents that were the basis upon which the Committee determined there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. Toulmin stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that Toulmin's license as a clinical social worker, license no. 2581, is subject to disciplinary action by the Committee in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 337, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the Committee and Toulmin in Part II herein is based only on the agreement set out in Part I herein. Toulmin understands that the Committee may take further disciplinary action

against him based on facts or conduct not specifically mentioned in this document that are either now known to the Committee or may be discovered.

**I.**  
**Joint Stipulation of Facts and Conclusions of Law**

Based upon the foregoing, the Committee and Toulmin herein jointly stipulate to the following:

1. The Committee is an agency of the State of Missouri created and established pursuant to § 337.622, RSMo, for the purpose of executing and enforcing the provisions of §§ 337.600 through 337.689, RSMo.

2. Toulmin's license was originally issued on or about May 29, 1992.

3. Toulmin's license was current and active until October 1, 2008.

4. Toulmin failed to renew his license on or before October 1, 2008.

5. Toulmin filed a late renewal application on or about May 27, 2009.

6. From October 1, 2008, to May 27, 2009, Toulmin was not authorized by the Committee to practice clinical social work.

7. On or about December 20, 2008, Toulmin provided services to a client at Psych Care Consultants, in St. Louis, Missouri.

8. Toulmin's license was not current and active on or about December 20, 2008.

9. A license as a clinical social worker is required for individuals using the title of "licensed clinical social worker" as stated in § 337.603, RSMo Cum. Supp., 2005:

No person shall use the title of "licensed clinical social worker", "clinical social worker" or "provisional licensed clinical social worker", and engage in the practice of clinical social work in this state, *unless the person is licensed* as required by the provisions of sections 337.600 to 337.639. Only individuals who are licensed clinical social workers shall practice clinical social work. [Emphasis added].

10. Missouri Code of State Regulation, 20 CSR 2263-2.075, states in part:

(4) Any licensee who fails to timely renew *shall not perform any act for which a license is required during the expired, lapsed or inactive period.* [Emphasis added].

11. Section 337.600, RSMo Cum. Supp., 2005 defines a licensed clinical social worker as:

(5) ...any person who offers to render services to individuals, groups, organizations, institutions, corporations, government agencies, or the general public for a fee, monetary or otherwise, implying that the person is trained, experienced, and licensed as a clinical social worker, and who holds a current, valid license to practice as a clinical social worker [.]

12. The practice of clinical social work is defined in § 337.600(7), RSMo Cum. Supp., 2005, as:

(7) rendering, offering to render, or supervising those who render to individuals, couples, groups, organizations, institutions, corporations, or the general public any service involving the application of methods, principles, and techniques of clinical social work [.]

13. Because Toulmin practiced clinical social work when he was not licensed, grounds exist to discipline his license under § 337.630, RSMo Cum. Supp., 2008 which states in part:

2. The committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any license required by §§ 337.600 to 337.639, or any person who failed to renew or has surrendered the person's license for any one or any combination of the following causes:

....

(6) Violation of, or assisting or enabling any person to violate, any provision of sections 337.600 to 337.689, or any lawful rule or regulation adopted pursuant to sections 337.600 to 337.689;

....

(13) Violation of any professional trust or confidence  
[.]

## **II. Joint Agreed Disciplinary Order**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Committee in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2009.

1. **Toulmin's license is PUBLICLY CENSURED.**
2. The Committee will maintain this settlement agreement as an open and public record of the Committee as provided in Chapters 324, 337, and 610, RSMo Cum. Supp. 2009. The Committee will report this settlement agreement to data banks, other appropriate

entities and in its newsletter. This is a disciplinary action against Toulmin's license. The original of this document shall be kept in the Committee's file and its contents shall be disclosed to the public upon proper request.

3. Toulmin, together with his heirs and assigns, and his attorney(s), do hereby waive, release, acquit, and forever discharge the Committee, its respective members and any of its employees, agents, or attorneys, including any former Committee members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of its settlement. Licensee acknowledges that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity even in the event that any court of law deems this settlement agreement or any portion thereof void or unenforceable.

4. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

5. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the

change, waiver, discharge, or termination is sought.

6. No additional discipline shall be imposed by the Committee pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the Committee as a contested case in accordance with the provisions of Chapter 536, RSMo.

7. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any future violations by Toulmin of Chapter 337, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

8. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the Committee or may be discovered.


9. Toulmin understands that he may, either at the time the Settlement Agreement is signed by all parties, or within 15 days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Toulmin's license. If Toulmin desires the Administrative Hearing Commission to review this Settlement Agreement, Toulmin may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

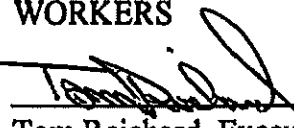
10. If Toulmin requests review, this Settlement Agreement shall become effective

on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Toulmin's license. If Toulmin does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Committee.

LICENSEE

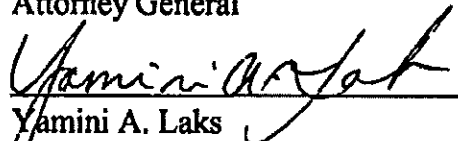
STATE COMMITTEE FOR SOCIAL  
WORKERS

 5/24/2010  
Bruce Toulmin Date

  
Tom Reichard, Executive Director  
Date: 6/3/10

CHRIS KOSTER

Attorney General

  
Yamini A. Laks  
Assistant Attorney General  
Missouri Bar No. 61452

Supreme Court Building  
207 West High Street  
P.O. Box 899  
Jefferson City, MO 65102  
Telephone: 573-751-9623  
Telefax: 573-751-5660  
Attorneys for the Committee